FOR MYSORE STATE

AGRICULTURE (FOOD PRODUCTION) (195 6) Department.

MS. SERIES.

G.O. No. 312

Dated 1st August, 1956.

[Despatch Abstract.]

Sub: AGRICULTURE - State Trading Scheme - Distribution of Ammonium Sulphate - Execution of agreement by the stockholders and distributors - Revised forms of agreement Prescribed.

GOVERNMENT OF MADRAS.

ABSTRACT.

AGRICULTURE - State Trading Scheme - Distribution of ammonium sulphate - Execution of agreements by the stockholders and distributors - Revised forms of agreement - Prescribed.

AGRICULTURE(FOOD PRODUCTION)DEPARTMENT.

G.O.Ms.No.312 Dated 1-8-1956.

Ref:-

G.O.Ms. No.276 Agriculture (F. .) Department, dated 7-9-1954 and subsequent amending Government Orders.

.....

O R D E R:

In supersession of all previous orders on the subject, the Government direct that the agreements to be executed by stockholders and distributors appointed under the State Trading Scheme for the distribution of Ammonium Sulphate, shall be in the forms given in annexures A & B to this order.

P.SIVASANKARAN PILLAI,
DEPUTY SECRETARY TO GOVERNMENT (EX-OFFICIO)

To

The Collectors of all Districts.
Copy to the Director of Agriculture, Madras.
the Registrar of Cooperative Societies, Madras.
the Agriculture Department.
Industries, Labour and Cooperation, Department.
Public (R.D.P.) Department.
F.P.I.
F.P.IV-B and C.
Stock File.

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ANNEXURE-A.

FORM OF AGREEMENT TO BE EXECUTED BY STOCK HOLDER.

This Agreement made the ..... day of ..... One thousand nine hundred and fifty six between the Governor of Madras (hereinafter called "the Governor", which expression shall include his successors in office and assigns) of the one part, and.....having its registered office at..... .....(hereinafter called "the stock-holder" which expression shall, where the context admits, include its successors in interest and assigns) of the other part;

WHEREAS the stockholder has agreed to hold the ammonium sulphate stock of the Government of Madras (hereinafter called "the Government") and safely store the fertilizer on behalf of the Government and issue the same according to the directions of the Government, subject to the terms and conditions hereinafter mentioned:

It is hereby further agreed by and between the parties that subject to the provisions herein contained this agreement shall be deemed to have come into force on the 26th July 1956 and shall remain in force until such time it is terminated as hereinafter provided:

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The stockholder shall take delivery of the said fertiliser at such times and at such places notified to the stockholder by the Collector of the District or any other officer authorised in this behalf and shall store the same in dry godowns where the fertilizer will not be affected by dampness. The fertilizer bags shall be stacked in such a manner as to admit of ~~each~~ easy checking by the Officer or Officers of the Government employed for this purpose. The fertilizer bags shall be in the custody of the stockholder who shall be responsible for the same until disposed of under instructions from the Government. Unreleased stocks with the stockholder shall be checked and verified by the Officers of the Government at the end of each quarter, and the expenditure, if any, incurred on account of such verifications shall be borne by the stockholder. The stockholder shall strictly observe the instructions of the Government issued to it from time to time for stacking and storage of the fertilizer bags in the godowns. The doors of the godown shall be kept open at least for 8 hours on all days except Government holidays and the exact working hours shall be notified on the notice board of the stockholder..

2. Stocks of ammonium sulphate shall be caused to be sent to the stockholder by rail, freight prepaid, at the places of delivery. The stock-holder shall on receipt of intimation from the Collector or any Officer authorised by him, in writing addressed to its place of business, take delivery of the ammonium sulphate mentioned in such letter of intimation from the railway station specified, after check and weighment, where necessary and transport the same at its own cost to its respective distribution depots maintained by it under these presents. In cases where the railway freight or any portion of it has not been previously paid the stockholder shall pay the railway freight or any portion of it, take delivery of the consignment and prefer a claim for refund from the Collector or any Officer authorized by him in this behalf. The stockholder shall not, however,

be responsible for any failure to take delivery or delay in taking delivery of the ammonium sulphate aforesaid or for any damage resulting from such failure or delay, if such failure or delay is due to act of God, wars, revolutions, embargo, riots, civil or political disturbances, strikes, lock outs, stoppage of labour or force majeure.

3. The stockholder shall maintain and render true and full accounts of fertilizer received, released and held in stock at the time of rendering accounts, to the District Collector twice every month; the first of such accounts to cover the period from the 1st to the 15th and the second from the 16th to end of each month. Each account shall reach the District Collector within five days from the end of the period to which it relates. The stockholder shall keep proper books in the forms prescribed by the Government for this purpose and produce them for inspection and checking whenever they are required by an Officer of the Government.

4. The stockholder shall engage at its own cost such clerks, godown-keepers, assistants or servants or watchmen at such wages and for such period as may be necessary for properly and efficiently carrying on its duties under these presents.

5. The stockholder shall at all times during the continuance of this agreement submit itself to the orders and directions of the Government and of their Officers in regard to taking into custody storage and disposal of the said fertilizer and such other business relating to this agreement.

6. The stockholder shall be liable for all loss due to deterioration, damage and pilferage of the said fertilizer while in its custody, except in cases where the stockholder can show to the satisfaction of the Collector that such loss was due to causes beyond its control. The stockholder shall also bear the costs of all loss, deterioration and damage due to its negligence in carrying out the instructions of the Government or their officers. The stockholder shall also indemnify the Government in the event of loss or damage done to the fertilizer due to the negligence of its servants

7. Neither the Government nor any of their Officers or servants shall be liable to the stock-holder or any of its servants for any loss damage or injury, inclusive of personal injury the stockholder or its servants may at any time suffer as a result of anything done in good faith by the Government or their Officers or servants in the execution of their duties.

8. The stockholder shall be paid a commission of Rs.5(Rupees five only) per ton on the quantity of fertilizer issued out by it from the Government fertilizer stock subject to the conditions of this agreement being duly performed by the stockholder. Bills in its behalf shall be presented for payment to the District Collector on or before the tenth day of each month. The Collector shall make payment to

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the stockholder after scrutiny and after satisfying himself that the conditions of the agreement herein contained are duly performed by the stockholder.

9. The Government at their discretion and without assigning any reason may determine these presents at any time by giving to the stockholder thirty clear days' previous notice in writing. It shall be lawful for the stockholder to determine these presents by giving to the Government ninety days' previous notice in writing.

10. If the stockholder be guilty of any breach or non observance of any of the provisions or conditions herein contained and to be performed and observed by the stockholder, it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the stockholder, shall thereupon be bound to pay the Government all losses, costs, damages and expenses which the Government may incur or sustain by reason of the breach or non-observance by the stockholder of the terms, conditions and convenants herein contained and to be performed and observed by the stockholder and by the termination of this agreement.

11. All dispute between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being, whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS WHEREOF the Collector of..... acting for and on behalf of and by the order and direction of the Governor of Madras and.....acting for and on behalf of the said.....have hereunto subscribed their respective signatures.

SIGNED AND DELIVERED BY THE COLLECTOR of In the presence of | WITNESSES. 1. 2. 3.

SIGNATURE.

DESIGNATION.

Address

SIGNED sealed and delivered by the said.....in the presence of

WITNESS

Signature. 1

Designation. 2

Address. 3

.....

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Contd..... 5.

ANNEXURE B.

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTOR.

.....

This agreement entered into this the ..... day of one thousand nine hundred and fifty six between the Governor of Madras (hereinafter called "the Governor" which shall include his successors in office and assigns) of the one part and

having its registered office at..... (in the cases of a society).

and son of

and residing at (in the case of a merchant) and carrying on business in partner ship under the firm name and style of..... at (in the case of partnership firm). hereinafter called "the distributor" which expression shall where the context admits include its successors in interest and assigns (in the case of society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part;

WHEREAS The Government of Madras (hereinafter referred to as "The Government") in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the State of Madras for the purpose of being used as chemical fertilisers; AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing; AND WHEREAS the distributor has deposited with the Collector of.....(hereinafter referred to as "the Collector") the sum of one thousand rupees in cash as security for each taluk allotted to him for the due fulfilment of the terms and conditions of this agreement.

AND WHEREAS the Governor has accepted the said offer;

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. The distributor shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk of..... and the distributor shall sell the fertiliser only to consumers of that taluk.

2. The distributor shall maintain in the taluk mentioned in clause (1) above, sales depots. at the places fixed by the Collector. The prior permission of the Collecot should be obtained for the opening of further depots or for the closure of any of the depots already opened.

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The stock of ammonium sulphate to be sold at a depot. shall be stored only at the premises of the depot. The prior permission of the Collector shall be obtained for keeping this stocks at any other place. The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time at no time shall the stock be allowed to fall below 5 tons.

The prior approval of the Collector should be obtained for the transfer of stocks, from one depot to another depot, if such a transfer is found to be necessary in the interests of distribution.

3. The distributor shall not employ any sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract, the distributor may, as and when necessary, and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertiliser from time to time from the Government stockholder at such places as the Collector may direct and at his own cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub-treasury, together with the sales tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five tons each time.

6. The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the Government may prescribed and shall submit to the Collector or other officers mentioned by him such returns as the Collector may prescribed for watching the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for this purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:

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(1) Subject to the provisions herein contained, this agreement shall be deemed to have come into force on the 26th July 1956 and shall remain in force until such time it is terminated as hereinafter provided. This agreement is liable to be terminated without notice if he Government of India decide to discontinue the Central 'ertiliser Pool arrangement and throw open the fertiliser business to the trade, in which case, however, the stocks received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of fall in prices consequent on the abolition of the Central Fertilzier Pool.

By the Govt., as Stell to be received

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Governor to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided the accounts for the stock of ammonium sulphate purchased by him under these presents.

(3) If the distributor shall be guilty of any breach or non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor, it shall be lawful for the Collector, after giving reasonable notice in writing, to order forfeiture of the deposit in full or in part and/or to terminate the agreement and the distributor shall, thereupon, forfeit his deposit in full or in part as the case may be and shall be bound to pay to the Government all losses, costs, damages and expenses which the Government may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or covenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government, after giving reasonable notice in writing, to terminate this agreement at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) It shall be open to the Collector if he deems fit so to do, to order at any time that there shall be no further supplies to the distributor, and it shall not be open to the distributor to ask for continuous supplies being made to him or to claim any compensation on account of such cessation of supplies.

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(6) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescibed by law, pay to the Government the excess so charged in additionx to the forfeiture of his deposit.

(7) In the event of the termination of this agreement, under subclause (2) or (3) or (4) above, any stocks of ammonium sulphate left with the distributor at the time of such termination shall, unless the Government decide otherwise, continue to be distributed by the distributor according to the terms of this agreement until they are disposed of.

(8) Upon the terms and conditions of this agreement being duly fulfilled and performed to the satisfaction of the Collector the security deposited by the distributor or such portion thereof as the distributor may be entitled to, under the said terms and conditions shall be returned to the distributor.

9.~~(8)~~ All disputes between the parties hereto touching the matters hereinbefore mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of acting for and on behalf of and by the order and direction of the Governor of Madras and acting for and on behalf of the said have hereunto subscribed their respective signatures;

SIGNED AND DELIVERED BY THE COLLECTOR OF in the

presence of WITNESS

Signature. 1.

Designation. 2.

Address: 3.

Signed, sealed and delivered by the said.....in the presence of

WITNESS

Signature. 1.

~~Designation.~~
Designation. 2.

Address: 3.

N.B.

In respect of agreements to be executed by Co-operative Societies, appointed as distributors the following

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alterations should be made in the form of agreement to be executed by them.

Note.1. In the preamble to the agreement, the words "And whereas the distributor has deposited with the Collector..... .....and conditions of agreement" may be omitted.

Note.2. In clause 8(3) of the agreement the words "to order forfeiture of the deposit in full or in part and/or" and "shall thereupon forfeit his deposit in full or in part as the case may be and" may be omitted.

Note.3. In clause 8(6) of the agreement, the words "in addition to the forfeiture of his deposit" omitted; and

Note 4. Clause 8(8) of the agreement may be omitted.

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